

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

Case No. 2:15-cv-1297

DEFENDANTS' NOTICE OF REMOVAL
OF ACTION PURSUANT TO 28 U.S.C.
§§ 1441 AND 1446

Defendants Josh Carlucci, Brent Schillage, Nexgen Biolabs, Inc., Skingenixx, Inc., and GX8 Capital, Inc. (collectively, "Defendants"), hereby give notice of their removal of the action captioned *Amazon.com, Inc. v. Carlucci, et al.*, Case No. 15-2-15013-8 SEA, filed in the Superior Court of the State of Washington in and for the County of King, to the United States District Court for the Western District of Washington pursuant to 28 U.S.C. §§ 1441 and 1446. In support of this Notice of Removal, Defendants state as follows:

1. On June 19, 2015, Plaintiff Amazon.com, Inc. filed an action against Defendants entitled *Amazon.com, Inc. v. Carlucci, et al.*, in the Superior Court of the State of Washington in and for the County of King, Case No. 15-2-15013-8 SEA ("State Court Action").

1 2. Service of the summons and Complaint on all Defendants in the State Court
2 Action was complete as of July 28, 2015, the effective date of service on the last-served
3 Defendant Josh Carlucci. Pursuant to 28 U.S.C. § 1446(b)(2), this Notice of Removal is timely
4 filed because it was filed within thirty (30) days of service of the last defendant in this action.

5 3. Pursuant to 28 U.S.C. § 1446(a), a complete copy of all process, pleadings, and
6 orders served upon Defendants in the State Court Action is attached hereto as **Exhibit A**.

7 4. Counsel for Defendants filed a notice of appearance in the State Court Action but
8 no further proceedings have occurred in that action as of the filing of this Notice Removal.
9 Defendants have not filed an answer or taken any other action in the State Court Action.

10 5. In its Complaint filed in the State Court Action, Plaintiff Amazon.com, Inc.
11 alleges claims for unfair competition and trademark infringement (dilution by tarnishment) under
12 the Lanham Act, 15 U.S.C. § 1125(a) and (c), as well as state law claims for breach of contract,
13 violation of Washington's Consumer Protection Act, RCW Ch. 19.86, intentional interference
14 with contractual relations, unjust enrichment/restitution, and an accounting. All of the claims
15 arise from Defendants' marketing and sale of products through Amazon's website.

16 6. Pursuant to 28 U.S.C. § 1331, this Court has original subject matter jurisdiction of
17 all civil actions arising from the laws of the United States. Furthermore, pursuant to 28 U.S.C.
18 § 1338(a), this Court has original subject matter jurisdiction of any civil action arising under any
19 Act of Congress relating to, as relevant here, trademarks. *See also* 15 U.S.C. § 1121. Because
20 Amazon's Complaint alleges claims under the federal Lanham Act – specifically, claims for
21 unfair competition and trademark infringement – this Court has original jurisdiction of this
22 action. Accordingly, removal of the action is appropriate under 28 U.S.C. § 1441(a) (“[A]ny civil
23 action brought in a State court of which the district courts of the United States have original
24 jurisdiction, may be removed by the ... defendants, to the district court[.]”).

25 7. Furthermore, pursuant to 28 U.S.C. § 1367(a), this Court has supplemental
26 jurisdiction over Amazon's state law claims because those claims arise from the same alleged
27 conduct forming the basis of Amazon's Lanham Act claims and are therefore part of the same

1 case or controversy.

2 8. Given that the State Court Action is pending in King County Superior Court,
3 venue for removal based on the allegations in the Complaint exists in the United States District
4 Court for the Western District of Washington. *See* 28 U.S.C. § 1441(a) (state court actions may
5 be removed “to the district court of the United States for the district and division embracing the
6 place where such action is pending”).

7 9. All Defendants consent to removal of the State Court Action.

8 10. As required by 28 U.S.C. § 1446(d), a notice of filing of removal, with a copy of
9 this Notice of Removal, shall be promptly filed in the State Court Action and served on
10 Plaintiff’s counsel promptly after this Notice of Removal is filed.

11 11. By filing this Notice of Removal, Defendants do not waive any defenses which
12 may be available to them, including but not limited to lack of personal jurisdiction, insufficiency
13 of service of process, *forum non conveniens*, failure to state a claim upon which relief can be
14 granted, and any other defenses.

15 12. Based on the foregoing, Defendants hereby remove the State Court Action to this
16 Court pursuant to 28 U.S.C. §§ 1441, 1446.

17 Dated this 14th day of August, 2015.

18 Respectfully Submitted,

19 s/ Venkat Balasubramani

20 s/ Stacia N. Lay

21 Venkat Balasubramani, WSBA #28269

22 Stacia N. Lay, WSBA #30594

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Attorneys for Defendants

CERTIFICATE OF SERVICE

I certify that on August 14, 2015, I caused the foregoing DEFENDANTS' NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. §§ 1441 AND 1446 to be filed via the court's ECF system and to be delivered via email and U.S. Mail to:

David A. Bateman, WSBA # 14262
K&L Gates LLP
925 Fourth Ave., Suite 2900
Seattle, WA 98104
Tel: (206) 370-6682
Fax: (206) 370-6013
Email: david.bateman@klgates.com

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed this 14th day of August, 2015, at Seattle, Washington.

s/ Venkat Balasubramani
Venkat Balasubramani, WSBA # 28269

EXHIBIT A

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8
SEA

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF

COMPLAINT

Plaintiff, Amazon.com, Inc. (“Amazon”) brings this action against defendants Josh Carlucci, Brent Schillage, Nexgen Biolabs, Inc., Skingenixx, Inc., and GX8 Capital, Inc. (“Defendants”) for injunctive relief and damages as follows.

I. INTRODUCTION

1. Each day, millions of consumers use Amazon’s website to assist with their purchasing decisions. In order to make those decisions more informed, Amazon publishes customer reviews of products available on Amazon.com. Amazon pioneered customer reviews twenty years ago and is now home to hundreds of millions of unique reviews.

1 Whether positive or negative, reviews provide a forum for sharing authentic feedback
2 about products.

3 2. Amazon does not remove reviews when they are critical of products;
4 Amazon believes all accurate information and related opinion can inform its customers'
5 buying decisions. Amazon takes the authenticity of its customer reviews very seriously.
6 As a result, Amazon strictly prohibits any attempt to manipulate customer reviews and
7 actively polices its website to remove false, misleading, and inauthentic reviews.

8 3. A very small number of sellers and manufacturers attempt to gain unfair
9 competitive advantages by creating false, misleading, and inauthentic customer reviews
10 for their products on Amazon.com. These reviews threaten to undermine the trust that
11 customers and the vast majority of sellers and manufacturers place in Amazon, and
12 thereby to tarnish Amazon's brand.

13 4. As described throughout this Complaint, Defendants have engaged in an
14 extensive and concerted effort to mislead Amazon's customers and to manipulate
15 customer reviews for their "Nexgen Biolabs" branded nutraceutical and dietary
16 supplement products. Defendants have violated Amazon's rules for seller behavior,
17 ignored repeated warnings from Amazon, and used deception and artifice in an attempt to
18 circumvent Amazon's investigative and enforcement efforts. Defendants have also
19 conspired with others to falsely market their products and to evade Amazon's efforts to
20 ban them from its marketplace.

21 5. Defendants' conduct has damaged Amazon, Amazon's customers, the
22 many honest sellers who use Amazon's platform, and Amazon's intellectual property
23 rights. This damage will continue unless Defendants are immediately and permanently
24 enjoined from using Amazon's website, in any fashion whatsoever.
25

6. In this action, Amazon brings claims for violations of the Lanham Act, 15 U.S.C. § 1125(a) and (c) (Unfair Competition/False Advertising and Tarnishment); violations of violations of the Washington Consumer Protection Act (RCW Ch. 19.86); and violations of Washington common law.

II. JURISDICTION AND VENUE

7. This Court has personal jurisdiction over Defendants, all of whom have conducted business activities in and directed to Washington and are primary participants in tortious acts in and directed to Washington.

8. Venue is proper in this Court pursuant to RCW § 4.12.010 to .025 in that a substantial part of the events or omissions giving rise to the claims pled herein occurred in King County, Amazon seeks damages for personal injury or damage to personal property in King County, and Amazon's causes of action arose in King County.

III. THE PARTIES

9. Amazon is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon owns and operates the Amazon.com website, and equivalent international websites. Amazon has more than 250 million active customers.

10. Defendant Josh Carlucci ("Carlucci") is a resident of Florida.

11. Defendant Brent Schillage ("Schillage") is a resident of Florida.

12. Defendant Nexgen Biolabs, Inc. ("Nexgen") is a Florida corporation.

Upon information and belief, Carlucci and Schillage are the owners, operators, and managers of Nexgen.

13. Defendant Skingenixx, Inc. ("Skingenixx") is a Florida corporation. Upon information and belief, Skingenixx was incorporated on or about February 27, 2015. Carlucci is the President of Skingenixx, and Schillage is the Vice President of Skingenixx.

1 14. Defendant GX8 Capital, Inc. (“GX8 Capital”) is a Florida corporation.
2 Upon information and belief, Schillage is the owner, operator, and manager of GX8
3 Capital.

4 **IV. AMAZON’S PRODUCT REVIEW SYSTEM**

5 15. Amazon.com opened its virtual doors on the World Wide Web in July 1995
6 and offers Earth’s Biggest Selection. Amazon serves customers through its retail
7 websites, with a focus on selection, price, and convenience. Amazon’s websites enable
8 millions of unique products to be sold by Amazon and by third parties, across dozens of
9 product categories.

10 16. Amazon encourages its customers to review products that are available on
11 its websites. Amazon publishes these reviews on the detail pages of the products.
12 Customers rely on this feedback to make informed purchasing decisions. Customers trust
13 that these reviews will be honest, helpful, and authentic.

14 17. Each product review is comprised of the reviewer’s textual comments and
15 a “star rating” that ranges from 1 star to 5 stars. Amazon compiles these product reviews
16 and star ratings, and publishes those results alongside the advertised product.

17 18. In order to review a product, an individual must be an Amazon customer
18 and must have an Amazon account. As a result, each reviewer of a product has agreed to
19 and is bound by the Conditions of Use of the Amazon website.

20 19. Amazon expressly prohibits paid reviews, as clearly stated in the Customer
21 Review Creation Guidelines incorporated into Amazon’s Conditions of Use:

22 Paid Reviews - We do not permit reviews or votes on the helpfulness of
23 reviews that are posted in exchange for compensation of any kind,
24 including payment (whether in the form of money or gift certificates),
25 bonus content, entry to a contest or sweepstakes, discounts on future
purchases, extra product, or other gifts.

1 20. Amazon takes the integrity of its customer reviews very seriously.
2 Amazon has developed sophisticated technologies and protocols to detect and remove
3 false, misleading, and inauthentic reviews from its website. Amazon scours its website
4 for fake reviews, removes them when it finds them, and removes the selling privileges of
5 sellers that post or purchase fake reviews.

6 21. To become a seller on Amazon.com, an applicant must, among other
7 things, agree to Amazon's Participation Agreement, in which an applicant commits to
8 abide by selling policies and guidelines. Among those policies is Amazon's policy
9 entitled "Prohibited Seller Activities and Actions," which was established to maintain a
10 selling platform that is safe for Amazon's customers and fair to sellers.

11 22. Sellers are strictly prohibited from undertaking any of the following
12 activities:

- 13 a. Misuse of ratings and feedback or reviews: Any attempt to
14 manipulate ratings, feedback, or reviews is prohibited.
- 15 b. Unauthorized and improper business names: The Business Name
16 (identifying a seller's business entity on Amazon.com) must be a
17 name that: accurately identifies the seller; is not misleading; and the
18 seller has the right to use.
- 19 c. Operating multiple Seller Central accounts: Operating and
20 maintaining multiple Seller Central accounts is prohibited.

21 23. Sellers are clearly advised that failure to comply with the terms of the
22 Prohibited Seller Activities and Actions policy can result in cancellation of listings,
23 suspension from use of Amazon.com tools and reports, and/or the removal of selling
24 privileges. The Participation Agreement likewise provides:

25 Investigation. Amazon has the right, but not the obligation, to monitor any
activity and content associated with this Site and investigate as we deem
appropriate. Amazon also may investigate any reported violation of its
policies or complaints and take any action that it deems appropriate. Such

1 action may include, but is not limited to, issuing warnings, suspension or
2 termination of service, denying access, and/or removal of any materials on
the Site, including listings.

3 **V. DEFENDANTS' ILLEGAL ACTS**

4 24. Beginning at a time unknown, but no later than March 2013, Defendants
5 embarked on a concerted effort to deceive Amazon and Amazon's customers by
6 manipulating and falsifying customer reviews of Defendants' branded nutraceutical and
7 dietary supplement products. Defendants ignored warnings from Amazon and lied about
8 their involvement in the scheme, leading Amazon to ban their products from its website.
9 Defendants then created new fictional entities and accounts in an effort to circumvent this
10 ban and to continue selling their products to Amazon's customers using fabricated
11 reviews.

12 25. In March 2013, Defendants created an Amazon Seller account and began
13 selling lines of products under the "Nexgen Biolabs" label, including products such as
14 Nexgen Biolabs Invigorate, Xentrafen, Xenitol, Xentrafen PM, and Mynoxidrin. Amazon
15 almost immediately began to notice indicia of fraudulent reviews and ratings for
16 Defendants' products. On April 13, 2013, Amazon warned Defendants about
17 manipulating their own seller feedback ratings.

18 26. On October 24, 2013, Amazon warned Defendants about bribing reviewers
19 to obtain positive feedback. On October 29, 2013, Amazon issued another warning to
20 Defendants about product review manipulation. On October 31, 2013, Amazon warned
21 Defendants about their creation of an Amazon buyer account through which they were
22 purchasing their own products for the purpose of padding their own feedback.

23 27. After additional warnings were issued on January 18 and January 21, 2014,
24 Amazon blocked Defendants' seller account.
25

1 28. Defendants responded by creating new seller accounts with fictional
2 identities, masking their relationship with Nexgen and its principals. For example, on
3 August 16, 2014, an account entitled GX8 Retailers was created to sell Nexgen products
4 using the alias “Vincent Agnelli.” GX8 Retailers was actually a Florida company
5 incorporated by Schillage. Ultimately, Defendants created or conspired in the creation of
6 at least 17 different seller accounts to market their Nexgen products using deceptive
7 techniques.

8 29. Amazon discovered Defendants’ new deception and, toward the end of
9 2014, confronted Defendants regarding apparent review abuse. Defendants denied
10 responsibility and instead blamed the abuse on a competitor named “Andy Havenwood.”
11 That person has never been located, and appears to be fictional.

12 30. Amazon’s continued investigation of Defendants revealed that reviews for
13 Nexgen products were being manipulated in numerous ways, including by creating and
14 using fake customer accounts to create fake reviews and leave positive seller feedback,
15 and offering expensive products in exchange for reviews written in advance.

16 31. As a result of these abuses, on March 13, 2015, Amazon de-listed all 33
17 Nexgen products for a period of 90 days.

18 32. Defendants continued to assert that they were being victimized by a
19 competitor, but they secretly changed their product brand to “Pharmatek” and began
20 listing the banned Nexgen products for sale on Amazon.com under that new name. The
21 Pharmatek products had the same names, prices, and listed ingredients as the banned
22 Nexgen products, and the Pharmatek product labels were identical to the Nexgen product
23 labels in every way except for manufacturer name, UPC Code, and contact information.
24
25

Original – Nexgen	New – Pharmatek								
 <p>NexGen</p> <p>Invigorate™</p> <p>Extreme Testosterone Support & Potency Supplement*</p> <p>60 Tablets 742mg</p> <p>www.NexGenBioLabs.com</p> <p>Dietary Supplement</p>	 <p>PHARMATEK</p> <p>Invigorate™</p> <p>Extreme Testosterone Support & Potency Supplement*</p> <p>60 Tablets 742mg</p> <p>Dietary Supplement</p>								
<p>SUPER CONCENTRATED</p> <p>NexGen</p> <p>Invigorate™</p> <p>Extreme Testosterone Support & Potency Supplement*</p> <p>60 Tablets 742mg</p> <p>www.NexGenBioLabs.com</p> <p>Dietary Supplement</p> <p>Supplement Facts</p> <p>Serving Size: 1 Tablet Servings per Bottle: 60</p> <table border="1"> <thead> <tr> <th>Proprietary Blend</th> <th>Amount Per Serving</th> </tr> </thead> <tbody> <tr> <td>742mg</td> <td></td> </tr> </tbody> </table> <p>Other Ingredients: Calcium Carbonate, Microcrystalline Cellulose, Stearic Acid, Magnesium Stearate.</p> <p>*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, or cure any disease.</p> <p>Warnings: Consult physician before use. Not for use by children or those with pre-existing medical conditions. Not for use by women that are pregnant or nursing. Do not exceed recommended dose. Discontinue use immediately and call a physician if you experience any adverse reaction. Keep out of reach of children. Do not use if safety seal is damaged or missing. Store in a cool, dry place.</p>	Proprietary Blend	Amount Per Serving	742mg		<p>SUPER CONCENTRATED</p> <p>PHARMATEK</p> <p>Invigorate™</p> <p>Extreme Testosterone Support & Potency Supplement*</p> <p>60 Tablets 742mg</p> <p>Dietary Supplement</p> <p>Supplement Facts</p> <p>Serving Size: 1 Tablet Servings per Bottle: 60</p> <table border="1"> <thead> <tr> <th>Proprietary Blend</th> <th>Amount Per Serving</th> </tr> </thead> <tbody> <tr> <td>742mg</td> <td></td> </tr> </tbody> </table> <p>Other Ingredients: Calcium Carbonate, Microcrystalline Cellulose, Stearic Acid, Magnesium Stearate.</p> <p>*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, or cure any disease.</p> <p>Warnings: Consult physician before use. Not for use by children or those with pre-existing medical conditions. Not for use by women that are pregnant or nursing. Do not exceed recommended dose. Discontinue use immediately and call a physician if you experience any adverse reaction. Keep out of reach of children. Do not use if safety seal is damaged or missing. Store in a cool, dry place.</p>	Proprietary Blend	Amount Per Serving	742mg	
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COMPLAINT - 8

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1 33. The domain name “pharmateklabs.com,” which was identified on the label
2 of the Pharmatek products, was registered by Carlucci on or about March 27, 2015.
3 Carlucci subsequently attempted to hide his relationship with this domain name.

4 34. Defendants also continued their pattern of abuse in connection with
5 Pharmatek products. Before any Pharmatek products were delivered to a single Amazon
6 customer, those products were accompanied on Amazon by dozens of 5-star reviews,
7 including some in which the customer claimed to have been using the product for months.

8 35. When confronted by Amazon about the obvious product similarities,
9 Defendants denied that they controlled Pharmatek and claimed to have “licensed” their
10 Nexgen products to Pharmatek. But Defendants were unable to immediately identify their
11 Pharmatek contact, and they later claimed that a sales representative named “Rachel
12 Anderson” had made contractual arrangements with an unnamed individual at Pharmatek
13 to “white label” the Nexgen products. Defendants promised to produce to Amazon a copy
14 of that contract, but they never did. Amazon could neither locate this particular
15 Pharmatek company, nor find “Rachel Anderson.”

16 36. On May 5, 2015, Amazon notified Defendants of its decision to
17 permanently prohibit Nexgen and Pharmatek products on Amazon. Defendants promptly
18 created a new line of “Skingenixx” health and beauty products, and continued to create
19 new seller accounts and manipulate reviews of those products, including soliciting fake
20 reviews.

21 37. At all times, Defendants knew that Amazon’s policies prohibited both paid
22 reviews and fictional reviews, and knew and intended that their business of obtaining
23 fraudulent reviews would improperly manipulate the published ranking of products listed
24 for sale on Amazon. The results of these intentional efforts have been the deception of
25

1 Amazon's customers, unfair competition with sellers on Amazon's platform, and
2 tarnishment of Amazon's brand.

3 38. Defendants' conduct has damaged Amazon, Amazon's customers, and the
4 many honest sellers who use Amazon's platform. This damage will continue unless
5 Defendants are immediately and permanently enjoined from using Amazon's website.

6
7 **FIRST CLAIM FOR RELIEF**
8 **Federal Unfair Competition (Lanham Act, 15 U.S.C. § 1125(a))**

9 39. Amazon incorporates by reference the allegations of each and every one of
10 the preceding paragraphs as though fully set forth herein.

11 40. Defendants made false and misleading statements of fact in the commercial
12 advertisement of their products.

13 41. Those statements deceived or had the capacity to deceive a substantial
14 segment of potential consumers.

15 42. The deception was material, in that it was likely to influence consumers'
16 purchasing decisions.

17 43. Defendants' acts constitute willful false statements in connection with
18 products and/or services distributed in interstate commerce, in violation of § 43(a) of the
19 Lanham Act, 15 U.S.C. § 1125(a).

20 44. Defendants' acts have caused irreparable injury to Amazon and its
21 intellectual property rights. The injury to Amazon is and continues to be ongoing and
22 irreparable. An award of monetary damages alone cannot fully compensate Amazon for
23 its injuries and Amazon lacks an adequate remedy at law.

24 45. Amazon is entitled to an injunction against Defendants, as well as all other
25 remedies available under the Lanham Act, including, but not limited to, compensatory
damages, treble damages, disgorgement of profits, and costs and attorneys' fees.

SECOND CLAIM FOR RELIEF
Trademark Infringement - Dilution by Tarnishment
(Lanham Act, 15 U.S.C. § 1125(c))

46. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

47. The term “Amazon.com” is not only the name of Plaintiff’s company, but is also the most important and easily recognized identifier of the goods and services it offers. The AMAZON.COM mark is a well-known trademark on the Internet.

48. Amazon is the owner of all rights in the marks that are the subject of the following registrations (the “Amazon Marks”):

REGISTRATION NUMBER

MARK

No. 2,078,498

Amazon.com

No. 2,789,101

amazon.com

No. 2,696,140

amazon.com

No. 2,684,128

amazon.com

No. 2,951,941



No. 3,911,425



No. 3,904,646



No. 4,067,393



49. Amazon has continuously used these trademarks to distinguish its products and services. Today, the Amazon Marks are well known by the general consuming public of the United States. Moreover, due to Amazon’s advertisement and promotion of the Amazon Marks, consumers have come to recognize the Amazon Marks as a symbol of the trustworthiness of the products and services bearing the Amazon Marks, and further, associate the Amazon Marks solely with Amazon and its high quality goods and services.

52. Defendants' actions have caused, and if not restrained will continue to cause, dilution by tarnishment of the Amazon Marks.

THIRD CLAIM FOR RELIEF

Breach of Contract

55. Defendants have established Amazon seller accounts and have agreed to Amazon's Participation Agreement. Defendants have also contractually agreed to be bound by the Conditions of Use of the Amazon website.

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1 57. Defendants' acts have caused irreparable injury to Amazon. The injury to
2 Amazon is and continues to be ongoing and irreparable. An award of monetary damages
3 alone cannot fully compensate Amazon for its injuries and Amazon lacks an adequate
4 remedy at law. Amazon is entitled to an injunction against Defendants

5
6 **FOURTH CLAIM FOR RELIEF**
7 **Consumer Protection Act (R.C.W. Ch. 19.86)**

8 58. Amazon incorporates by reference the allegations of each and every one of
9 the preceding paragraphs as though fully set forth herein.

10 59. Defendants have engaged in unfair and deceptive acts and practices
11 occurring in trade or commerce in violation of the Washington Consumer Protection Act,
12 R.C.W. Ch. 19.86.

13 60. Defendants' actions were injurious to the public interest. The acts were
14 committed in the course of Defendants' business, and caused the public dissemination of
15 false reviews and other false information designed to deceive customers using
16 Amazon.com. Defendants' acts had the capacity to harm customers and sellers on
17 Amazon's platform.

18 61. Defendants' unfair and deceptive business practices have unjustly harmed
19 Amazon and are causing Amazon to suffer damages.

20 62. Amazon is entitled to treble damages and attorneys fees, pursuant to
21 R.C.W. 19.86.090.

22 63. As a result of such unfair and deceptive acts and practices, Amazon has
23 also suffered irreparable injury and, unless Defendants are enjoined from such unfair
24 competition, will continue to suffer irreparable injury, whereby Amazon has no adequate
25 remedy at law.

FIFTH CLAIM FOR RELIEF
Intentional Interference with Contractual Relations

64. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

65. Amazon maintains contracts with each user who submits a review to the Amazon website, as each such user agreed to the Amazon Conditions of Use.

66. Defendants have knowledge of these contracts and the contractual prohibitions against fake and paid reviews.

67. Defendants intended to disrupt and, with malice and through unfair means, did interfere with the performance of these contracts.

68. As a result of Defendants' actions, Amazon has been harmed.

69. Defendants' conduct was a substantial factor in causing Amazon harm.

SIXTH CLAIM FOR RELIEF
Unjust Enrichment/Restitution

70. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

71. Defendants unjustly received benefits at Amazon's expense through their wrongful conduct, including their interference with Amazon's business relationships, false advertising and other unfair business practices. Defendants continue to unjustly retain these benefits at Amazon's expense. It would be unjust for Defendants to retain any value they obtained as a result of their wrongful conduct.

72. Amazon is entitled to the establishment of a constructive trust consisting of the benefit conferred upon Defendants by the revenues derived from their wrongful conduct at Amazon's expense, and all profits derived from that wrongful conduct. Amazon is further entitled to full restitution of all amounts in which Defendants have been unjustly enriched at Amazon's expense.

SEVENTH CLAIM FOR RELIEF
Accounting

73. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

74. Since at least March 2013, Defendants have obtained business through unlawful conduct, as alleged in this Complaint.

75. Defendants have received money as a result of their misconduct, at Amazon's expense, at some or all such money is rightfully due to Amazon. Defendants have also induced contractual breaches by Amazon sellers and reviewers.

76. The scope of Defendants' activities, and amount of money due from Defendants to Amazon, cannot be ascertained without a full accounting of the Defendants' wrongful and unlawful conduct. Amazon is entitled, therefore, to a full accounting and records of Defendants' unlawful activities.

PRAYER FOR RELIEF

WHEREFORE, Amazon respectfully requests judgment as follows:

1. That the Court issue permanent and injunctive relief against Defendants and that Defendants, their officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants be enjoined from:

- (a) selling products on any of Amazon's websites;
- (b) opening any Amazon accounts;
- (c) accessing Amazon's services in any manner whatsoever; and
- (d) assisting, aiding or abetting any other person or business entity in engaging or performing any of the activities referred to in subparagraphs (a) through (c) above.

3. That the Court enter an Order instructing Defendants, jointly and severally, to pay Amazon's general, special, actual and statutory damages, including treble damages pursuant to R.C.W. Ch. 19.86;

4. That the Court Order Defendants to pay Amazon both the cost of this action and attorneys' fees incurred in prosecuting this action; and

5. That the Court grant Amazon such additional and further relief as is just and proper.

DATED this 19th day of June, 2015.

K&L GATES LLP

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Attorneys for Plaintiff
Amazon.com, Inc.

FILED

15 JUN 22 AM 11:37

KING COUNTY
The Honorable Sean O'Donnell
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

SUMMONS TO JOSH CARLUCCI

TO THE DEFENDANT(S):

Josh Carlucci
204 W. Hyde Park Pl. #508
Tampa, FL 33606-2322

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332_DAB\20332P2579

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons.
3 Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court,
4 or the service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so
6 promptly so that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
8 State of Washington.

9 DATED this 22nd day of June, 2015.

10 K&L GATES LLP

11 By /s/ David A. Bateman
12 David A. Bateman, WSBA # 14262
13 925 Fourth Ave., Suite 2900
14 Seattle, WA 98104
15 Tel: (206) 370-6682
16 Fax: (206) 370-6013
17 Email: david.bateman@klgates.com

18 Attorneys for Plaintiff
19 Amazon.com, Inc.

FILED

15 JUN 22 AM 11:37

KING COUNTY
The Honorable Sean O'Donnell
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

SUMMONS TO BRENT SCHILLAGE

TO THE DEFENDANT(S):

Brent Schillage
101 Plaza Real S., Apt. 816
Boca Raton, FL 33432

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332_DAB\20332P257A

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons.
3 Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court,
4 or the service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so
6 promptly so that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
8 State of Washington.

9 DATED this 22nd day of June, 2015.

10 K&L GATES LLP

11 By /s/ David A. Bateman
12 David A. Bateman, WSBA # 14262
13 925 Fourth Ave., Suite 2900
14 Seattle, WA 98104
15 Tel: (206) 370-6682
16 Fax: (206) 370-6013
17 Email: david.bateman@klgates.com

18 Attorneys for Plaintiff
19 Amazon.com, Inc.

FILED

15 JUN 22 AM 11:37

KING COUNTY
The Honorable Sean O'Donnell
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

SUMMONS TO
NEXGEN BIOLABS, INC.

TO THE DEFENDANT(S):

Nexgen Biolabs, Inc.
c/o Incorp. Services Inc.
3825 Henderson Blvd., Suite 500
Tampa, FL 33629

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332_DAB\20332P257B

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons.
3 Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court,
4 or the service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so
6 promptly so that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
8 State of Washington.

9 DATED this 22nd day of June, 2015.

10 K&L GATES LLP

11 By /s/ David A. Bateman
12 David A. Bateman, WSBA # 14262
13 925 Fourth Ave., Suite 2900
14 Seattle, WA 98104
15 Tel: (206) 370-6682
16 Fax: (206) 370-6013
17 Email: david.bateman@klgates.com

18 Attorneys for Plaintiff
19 Amazon.com, Inc.

FILED

15 JUN 24 AM 10:38

KING COUNTY
The Honorable Sean O'Donnell
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

SUMMONS TO
NEXGEN BIOLABS, INC.

TO THE DEFENDANT(S):

Nexgen Biolabs, Inc.
c/o Brent Schillage
101 Plaza Real S., Apt. 816
Boca Raton, FL 33432

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332_DAB\20332P257H

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 24th day of June, 2015.

K&L GATES LLP

By /s/ David A. Bateman
David A. Bateman, WSBA # 14262
925 Fourth Ave., Suite 2900
Seattle, WA 98104
Tel: (206) 370-6682
Fax: (206) 370-6013
Email: david.bateman@klgates.com

Attorneys for Plaintiff
Amazon.com, Inc.

FILED

15 JUN 22 AM 11:37

KING COUNTY
The Honorable Sean O'Donnell
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

SUMMONS TO
SKINGENIXX, INC.

TO THE DEFENDANT(S):

Skingenixx, Inc.
c/o Incorp. Services Inc.
17888 67th Court North
Loxahatchee, FL 33471

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332_DAB\20332P257C

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons.
3 Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court,
4 or the service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so
6 promptly so that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
8 State of Washington.

9 DATED this 22nd day of June, 2015.

10 K&L GATES LLP

11 By /s/ David A. Bateman
12 David A. Bateman, WSBA # 14262
13 925 Fourth Ave., Suite 2900
14 Seattle, WA 98104
15 Tel: (206) 370-6682
16 Fax: (206) 370-6013
17 Email: david.bateman@klgates.com

18 Attorneys for Plaintiff
19 Amazon.com, Inc.

FILED

15 JUN 22 AM 11:37

KING COUNTY
The Honorable Sean O'Donnell
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

SUMMONS TO
GX8 CAPITAL, INC.

TO THE DEFENDANT(S):

GX8 Capital, Inc.
c/o 101 Plaza Real S.
Boca Raton, FL 33432

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332_DAB\20332P257D

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons.
3 Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court,
4 or the service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so
6 promptly so that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
8 State of Washington.

9 DATED this 22nd day of June, 2015.

10 K&L GATES LLP

11 By /s/ David A. Bateman
12 David A. Bateman, WSBA # 14262
13 925 Fourth Ave., Suite 2900
14 Seattle, WA 98104
15 Tel: (206) 370-6682
16 Fax: (206) 370-6013
17 Email: david.bateman@klgates.com

18 Attorneys for Plaintiff
19 Amazon.com, Inc.

FILED

15 AUG -7 PM 1:24

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

AMAZON .COM, INC., A DELAWARE CORPORATION

Plaintiff/Petitioner

vs.

JOSH CARLUCCI, A FLORIDA RESIDENT; ET AL.

Defendant/Respondent

Cause No.: 15-2-15013-8 SEA

Hearing Date:

AFFIDAVIT OF SERVICE OF

SUMMONS TO JOSH CARLUCCI; COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING
CIVIL CASE SCHEDULE

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the 27th day of July, 2015 at 9:41 PM at the address of 1168 S. Barrington Ave., Los Angeles, Los Angeles County, CA 90049; this declarant served the above described documents upon JOSH CARLUCCI by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with John Doe, WHO REFUSED TO GIVE NAME, SECURITY PERSONNEL FOR B. W. BY C. L. G. APARTMENTS, who tried to refuse service, a gray-haired white male approx. 55-65 years of age, 5'6"-5'8" tall and weighing 160-180 lbs with an accent., a person of suitable age and discretion who stated they reside at the defendant's/respondent's usual place of abode listed above.

No information was provided or discovered that indicates that the subjects served are members of the United States military.

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2



For: K&L GATES - Seattle
Ref #: 2040741.00410

Tracking #: 0008050226



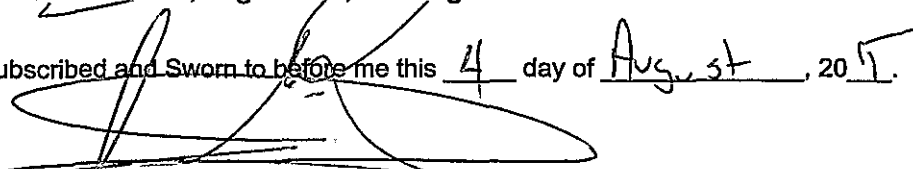
PLAINTIFF/PETITIONER: AMAZON .COM, INC., A DELAWARE CORPORATION	CASE NUMBER:
DEFENDANT/RESPONDENT: JOSH CARLUCCI, A FLORIDA RESIDENT; ET AL.	15-2-15013-8 SEA

Service Fee Total: \$ 165.00

DATED this 4 day of August, 2015.


Alberto Gutierrez, Reg. # 5368, Los Angeles

Subscribed and Sworn to before me this 4 day of August, 2015.


NOTARY PUBLIC in and for the State of California

Residing at: Los Angeles

My commission expires 12/20/18



ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2



For: K&L GATES - Seattle
Ref #: 2040741.00410

Tracking #: 0008050226



FILED
15 JUL 14 AM 10:05
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

**AMAZON.COM, INC., A DELAWARE
CORPORATION**

Plaintiff/Petitioner

vs.

**JOSH CARLUCCI, A FLORIDA RESIDENT; ET
AL.**

Defendant/Respondent

Cause No.: 15-2-15013-8 SEA

Hearing Date:

AFFIDAVIT OF SERVICE OF
SUMMONS TO BRENT SCHILLAGE; COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING
CIVIL CASE SCHEDULE

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the **1st day of July, 2015 at 6:57 PM** at the address of **101 PLAZA REAL S APT 816, BOCA RATON, Palm Beach County, FL 33432**; this declarant served the above described documents upon **BRENT SCHILLAGE** by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **BRENT SCHILLAGE, Who tried to refuse service, with identity confirmed by physical description, a white male approx. 35-45 years of age, 5'10"-6'0" tall, weighing 200-240 lbs with black hair..**

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 165.00

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2



For: K&L GATES - Seattle
Ref #: 2040741.00410 C

Tracking #: 0007657320



DATED this 8 day of July, 2015.

[Signature]
Ralph Robinson, Reg. # 1264, Palm Beach

Subscribed and Sworn to before me this 8 day of July, 2015

[Signature]
NOTARY PUBLIC in and for the State of Florida

Residing at: Broward Co.

My commission expires _____



Tameiro Dawkins
Commission # FF156948
Expires: SEP 04, 2018
BONDED THRU
1ST FLORIDA NOTARY, LLC

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2



For: K&L GATES - Seattle
Ref #: 2040741.00410 C

Tracking #: 0007657320



FILED
15 JUL 14 AM 10:04
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

**AMAZON.COM, INC., A DELAWARE
CORPORATION**

Plaintiff/Petitioner

vs.

**JOSH CARLUCCI, A FLORIDA RESIDENT; ET
AL.**

Defendant/Respondent

Cause No.: **15-2-15013-8 SEA**

Hearing Date:

**AFFIDAVIT OF SERVICE OF
SUMMONS TO NEXGEN BIOLABS, INC.; COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING
CIVIL CASE SCHEDULE**

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the **1st day of July, 2015 at 6:58 PM** at the address of **Nexgen Biolabs c/o Brent Schillage, 101 Plaza Real S., Boca Raton, Palm Beach County, FL 33432**; this declarant served the above described documents upon **NEXGEN BIOLABS, INC, A FLORIDA CORPORATION** by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **Brent Schillage, BOSS, CORPORATE OFFICER, who tried to refuse service, with identity confirmed by physical description, a white male approx. 35-45 years of age, 5'10"-6'0" tall, weighing 200-240 lbs with black hair..**

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 165.00

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2

Tracking #: 0007657344



For: **K&L GATES - Seattle**
Ref #: **2040741.00410 B**

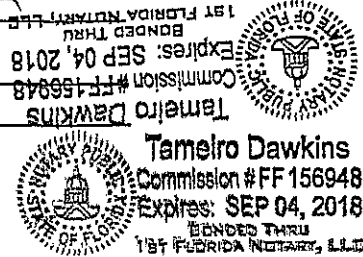


DATED this 8 day of July, 2015.

[Signature]
Ralph Robinson, Reg. # 1264, Palm Beach

Subscribed and Sworn to before me this 8 day of July, 2015.

[Signature]
NOTARY PUBLIC in and for the State of Florida
Residing at: Broward Co.
My commission expires _____



ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2



For: K&L GATES - Seattle
Ref #: 2040741.00410 B

Tracking #: 0007657344



FILED

15 JUN 30 AM 10: 04

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

AMAZON.COM, INC., A DELAWARE
CORPORATION

Plaintiff/Petitioner

vs.

JOSH CARLUCCI, A FLORIDA RESIDENT; ET
AL.

Defendant/Respondent

Cause No.: 15-2-15013-8 SEA

Hearing Date:

AFFIDAVIT OF SERVICE OF
SUMMONS TO SKINGENIXX, INC.; COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING
CIVIL CASE SCHEDULE

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the 23rd day of June, 2015 at 4:23 PM at the address of 17888 67TH COURT NORTH, LOXAHATCHEE, Palm Beach County, FL 33470; this declarant served the above described documents upon SKINGENIXX, INC., A FLORIDA CORPORATION c/o INCORP. SERVICES INC., REGISTERED AGENT by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with INCORP. SERVICES INC., REGISTERED AGENT, Who accepted service, with identity confirmed by verbal communication, a white female approx. 55-65 years of age, 5'4" -5'6" tall, weighing 140-160 lbs with blonde hair with glasses..

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 175.00

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2

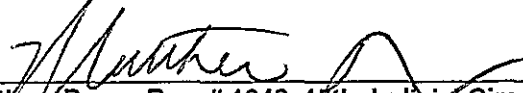
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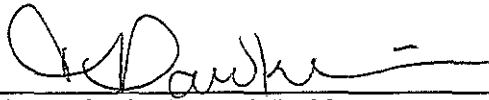
For: K&L GATES - Seattle
Ref #: 2040741.00410 D



DATED this 24th day of JUNE, 2015


Matthew Pryor, Reg. # 1646, 15th Judicial Circuit

Subscribed and Sworn to before me this 24 day of June, 2015.


NOTARY PUBLIC in and for the State of Florida

Residing at: _____

My commission expires _____



Tameiro Dawkins
Commission #FF156948
Expires: SEP 04, 2018
BONDED THRU
1ST FLORIDA NOTARY, LLC

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2



For: K&L GATES - Seattle
Ref #: 2040741.00410 D

Tracking #: 0007538530



FILED
15 JUL 14 AM 10:05
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

**AMAZON.COM, INC., A DELAWARE
CORPORATION**

Plaintiff/Petitioner

vs.

JOSH CARLUCCI, A FLORIDA RESIDENT

Defendant/Respondent

Cause No.: 15-2-15013-8 SEA

Hearing Date:

AFFIDAVIT OF SERVICE OF

**SUMMONS TO GX8 CAPITAL, INC.; COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING
CIVIL CASE SCHEDULE**

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the **1st day of July, 2015 at 6:59 PM** at the address of **101 PLAZA REAL S, BOCA RATON, Palm Beach County, FL 33432**; this declarant served the above described documents upon **GX8 CAPITAL, INC., A FLORIDA CORPORATION** by then and there personally delivering **1** true and correct copy(ies) thereof, by then presenting to and leaving the same with **Brent Schillage, BOSS, PERSON AUTHORIZED TO ACCEPT**, who tried to refuse service, with identity confirmed by physical description, a white male approx. 35-45 years of age, 5'10"-6'0" tall, weighing 200-240 lbs with black hair..

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 165.00

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2



For: K&L GATES - Seattle
Ref #: 2040741.00410 A

Tracking #: 0007657471



DATED this 8 day of July, 2015.

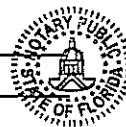
Ralph Robinson
Ralph Robinson, Reg. # 1264, Palm Beach

Subscribed and Sworn to before me this 8 day of July, 2015.

Tameiro Dawkins
NOTARY PUBLIC in and for the State of Florida

Residing at: Broward

My commission expires _____



Tameiro Dawkins
Commission # FF156948
Expires: SEP 04, 2018
BONDED THRU
1ST FLORIDA NOTARY, LLC

ORIGINAL PROOF OF SERVICE

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For: K&L GATES - Seattle
Ref #: 2040741.00410 A

Tracking #: 0007657471



The Honorable Sean O'Donnell

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware
corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;
BRENT SCHILLAGE, a Florida resident;
NEXGEN BIOLABS, INC., a Florida
corporation; SKINGENIXX, INC., a Florida
corporation; and GX8 CAPITAL, INC., a
Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

ACKNOWLEDGEMENT OF
SERVICE OF SUMMONS AND
COMPLAINT

I, Venkat Balasubramani, counsel for Josh Carlucci, hereby acknowledge receipt and service of the summons and complaint in the above-captioned cause effective July 28, 2015, and hereby state that I am authorized and do acknowledge and accept service on behalf of Josh Carlucci.

DATED this 11th day of August, 2015.

Focal PLLC



Venkat Balasubramani, WSBA #28269
Focal PLLC
800 Fifth Avenue, Suite 4100
Seattle, Washington 98104
Tel: (206) 529-4827

Attorney for Defendant Josh Carlucci

ACKNOWLEDGEMENT OF SERVICE
OF SUMMONS AND COMPLAINT - 1

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